

**COMBINED DECLARATION AND POWER OF ATTORNEY**

---

(ORIGINAL, DESIGN, NATIONAL STAGE OF PCT, SUPPLEMENTAL, DIVISIONAL,  
CONTINUATION, OR C-I-P)

---

As a below named inventor, I hereby declare that:

**TYPE OF DECLARATION**

This declaration is for an original application.

---

**INVENTORSHIP IDENTIFICATION**

Each inventor's residence, mailing address and citizenship are as stated below, next to their name. I believe the inventors named below to be the original and first inventors of the subject matter that is claimed, and for which a patent is sought on the invention entitled:

**TITLE OF INVENTION**

High Energy Galvanic Cell from Aluminum and Alkali Metal Peroxide

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**SPECIFICATION IDENTIFICATION**

The specification was filed on April 19, 2004 as United States Application Number 10/709,173.

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**ACKNOWLEDGMENT OF REVIEW OF PAPERS AND DUTY OF CANDOR**

We hereby state that we have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

We acknowledge the duty to disclose information, which is material to patentability as defined in 37, Code of Federal Regulations, § 1.56.

---

**POWER OF ATTORNEY**

We hereby appoint the practitioners associated with the Customer Number provided below to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

**21,901**

**SEND CORRESPONDENCE TO**

Smith & Hopen, P.A.  
15950 Bay Vista Drive, Ste. 220  
Clearwater, FL 33760  
Customer No. 21,901

**DIRECT TELEPHONE CALLS TO:**

Molly L. Sauter  
(727) 507-8558

---

**DECLARATION**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

---

**SIGNATURES**

**Inventor's signature**

\_\_\_\_\_  
**Robert Frederick Benson**  
*(deceased nonsigning inventor completed on added page)*

**Date** \_\_\_\_\_, 2004

**Country of Citizenship** USA

**Residence** St. Petersburg, Florida

**Post Office Address** 173 45<sup>th</sup> Avenue Northeast  
St. Petersburg, Florida 33703

**Inventor's signature**

\_\_\_\_\_  
**Andres M. Cardenas-Valencia**

**Date** \_\_\_\_\_, 2004

**Country of Citizenship** Mexico

**Residence** St. Petersburg, Florida

**Post Office Address** 540 Carrillon Parkway, Apt. 2035  
St. Petersburg, Florida 33716

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**SIGNATURES**

**Inventor's signature**

Robert Frederick Benson

**Date**

                    , 2004

**Country of Citizenship**

USA

**Residence**

St. Petersburg, Florida

**Post Office Address**

173 45<sup>th</sup> Avenue Northeast  
St. Petersburg, Florida 33703

**Inventor's signature**

Andres M. Cardenas-Valencia

**Date**

08/11/, 2004

**Country of Citizenship**

Mexico

**Residence**

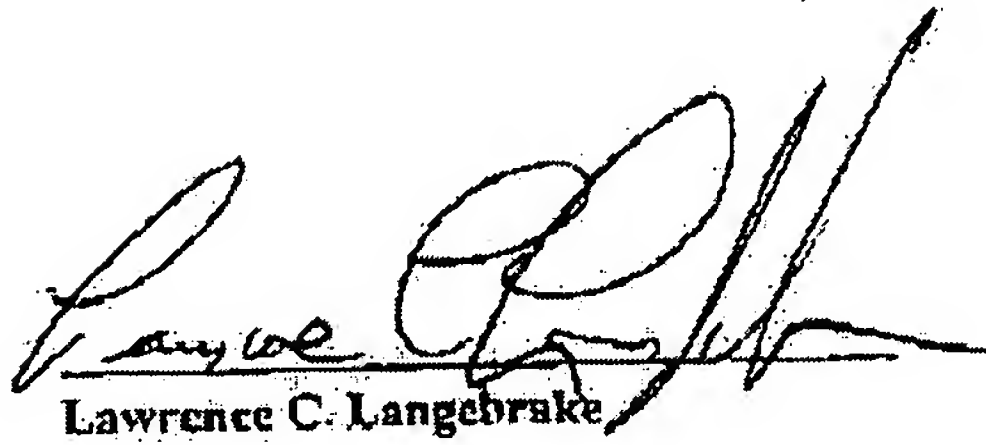
St. Petersburg, Florida

**Post Office Address**

540 Camillon Parkway, Apt. 2035  
St. Petersburg, Florida 33716

**SIGNATURES (CONT'D)**

**Inventor's signature:**

  
Lawrence C. Langebrake

**Date**

8/11, 2004

**Country of Citizenship**

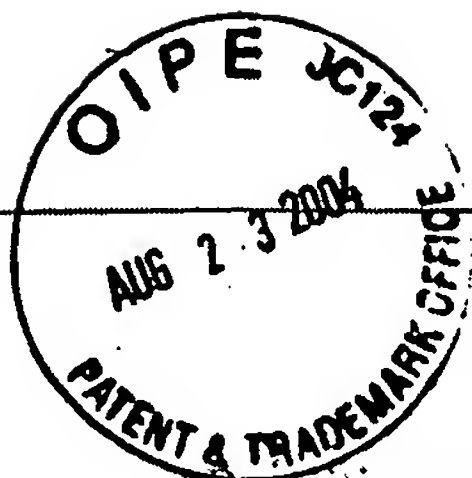
USA

**Residence**

Seminole, Florida

**Post Office Address**

12908 Lois Avenue  
Seminole, Florida 33776



Practitioner's Docket No. 1372.151.PRC

**PATENT**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Robert Frederick Benson et al.  
Serial No.: 10/709,173  
Filing Date: 04/19/2004  
Title: Aluminum Galvania Cell

Examiner: Unassigned  
Art Unit: 1745  
Confirmation No.: 3172

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22323-1450

**ADDED PAGE TO COMBINED DECLARATION AND POWER OF ATTORNEY FOR  
SIGNATURE BY ASSIGNEE ON BEHALF OF DECEASED INVENTOR  
(37 C.F.R. § 1.42)**

As an authorized representative to act on behalf of the assignee for the above-identified patent application, I have signed this declaration on behalf of the nonsigning deceased inventor, particulars for whom are:

Robert Frederick Benson

Full name of (first, second, etc.) nonsigning deceased inventor

*NOTE: The name of the deceased nonsigning inventor(s) should preferably also be filled in at the appropriate prior space in the declaration adding the words "deceased nonsigning inventor-completed on added page."*

United States of America

Country of Citizenship of deceased nonsigning inventor

173 45<sup>th</sup> Avenue Northeast, St. Petersburg, Florida 33703

Last known address of deceased nonsigning inventor

CERTIFICATE UNDER 37 CFR 3.73(b)

The University of South Florida (herein "USF") certifies that it is the owner of the entire right, title, and interest in the patent application identified above by virtue of an employment contract dated October 14, 2002, between USF and employee Robert Frederick Benson, recorded in the United States Patent and Trademark Office at Reel/Frame 014932/0077 on August 2, 2004 and by virtue of an assignment to USF dated May 20, 2004 by assignors Andres M. Cardenas-Valencia and Lawrence C. Langebrake, recorded in the United States Patent and Trademark Office at Reel/Frame 014932/0074 on August 2, 2004, copies of which is attached hereto.


The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or of any patent issuing thereon.

Date: \_\_\_\_\_

8/20/04

  
\_\_\_\_\_  
Valerie L. McDevitt, Esq. Director  
University of South Florida  
Division of Patents & Licensing



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231



AUGUST 03, 2004

PTAS

\*800013092A\*

SMITH & HOPEN PA  
15950 BAY VISTA DRIVE  
SUITE 220  
CLEARWATER, FL 33760

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/02/2004

REEL/FRAME: 014932/0077

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: 1372.151.PRC

## ASSIGNOR:

BENSON, ROBERT FREDERICK

DOC DATE: 10/07/2002

## ASSIGNEE:

UNIVERSITY OF SOUTH FLORIDA  
4202 EAST FOWLER AVENUE, FAO 126  
DIVISION OF PATENTS AND LICENSING  
TAMPA, FLORIDA 33620-7900

SERIAL NUMBER: 10709173

FILING DATE: 04/19/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: ALUMINUM GALVANIC CELL

## PATENT ASSIGNMENT

Electronic Version v07  
Stylesheet Version v02

08/02/2004  
800013092

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	ASSIGNMENT OF ASSIGNOR'S INTEREST				
CONVEYING PARTY DATA					
Name		Execution Date			
Robert Frederick Benson		2002-10-07			
RECEIVING PARTY DATA					
Name	Street Address	Internal Address	City	State/Country	Postal Code
University of South Florida	4202 East Fowler Avenue, FAO 126	Division of Patents and Licensing	Tampa	FLORIDA	33620-7900
PROPERTY NUMBERS Total: 1					
Property Type		Number			
Application Number		10709173			
CORRESPONDENCE DATA					
FAX NUMBER: 727-507-8668					
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.					
CUSTOMER NUMBER: 021901					
NAME OF PERSON SIGNING:		Anton J Hopen			
DATE SIGNED:		2004-07-30			
Total Attachments: 2 source=assign01.TIF source=assign02.TIF					

OP \$40.00 10709173

UNIVERSITY OF SOUTH FLORIDA  
4202 FOWLER AVENUE, TAMPA, FLORIDA

Your employment is subject to annual reappointment and is not a guarantee of lifetime employment nor, unless already granted, tenure. Your employment may be affected by provisions governing non-reappointment or layoff which are applicable to your position or appointment. This appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Florida Board of Education (FBOE) and the University of South Florida, and the collective bargaining agreement between the FBOE and the UFF (hereafter referred to as the Agreement), if applicable. These items which govern your employment are available upon request in the main library on the Tampa Campus, through the World Wide Web sites of Human Resources and the Florida Board of Education, and/or the offices of the Provost, the General Counsel, and Human Resources (HR).

Initial appointments and annual reappointments will cause a new contract to be issued. Interim changes, however, will be documented by Appointment papers or Salary Increase Notification Sheets, and will not generate a new employment contract unless certain significant terms and conditions of your employment permanently change.

This appointment includes the obligation to report outside activities and/or conflicts of interest under the provisions of Article 19 of the Agreement, and/or the provisions of the Florida Statutes, and /or the rules, policies, and procedures of the FBOE and/or the University.

1. Employee Name: Robert F Benson
2. SSN: 264-70-3913
3. Department Name: College of Marine Science
4. Dept ID: 0-2500-000
5. College/School/Division: COLLEGE OF MARINE SCIENCE  
Principal Place of Employment: St. Petersburg Campus
6. Length of Appointment: From: 2002-08-07 Through: 2003-08-06
7. Percent FTE assigned: 1
8. Salary: \$75,000 For 12 Month Contract Period Biweekly Rate: \$2,873.56
9. Tenure Status: Non Tenure Not On Track Tenure Status FTE: 0.25  
Years Prior Service Credited Toward Tenure: \_\_\_\_\_
10. Classification Code (Job Code): 9121 Title: Assistant In  
Appointment Status Modifier: Faculty/A&P Regular Administrative Title: No Administrative Function
11. This appointment may be subject to layoff in the manner provided by the FBOE rules, University policies or procedures, or the FBOE/UFF Collective Bargaining Agreement. This appointment may also be impacted by funding arrangements with non-University entities.
12. The University and the employee recognize the terms of Article 18 of the FBOE-UFF Agreement and/or USP Rule 6C4-10.012 regarding invention and works.
13. If this appointment is funded by a grant or contract, it is conditioned upon the continuation of those funds. In such case this appointment is temporary and will end as specified above, or may end sooner due to the loss of funds. No other notice of termination will be provided.

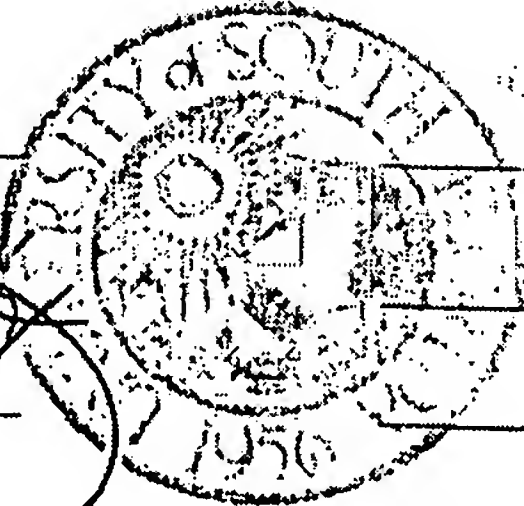
Annual leave accrued during the life of the contract/grant must be taken during the life of that contract/grant or funds must be available in the contract/grant to cover payment of earned annual leave. You may be required to take annual leave at your supervisor's direction.

14. Special conditions of employment:

The FBOE/UFF Collective Bargaining Agreement (Article 6) prohibits discrimination against any employee based on race, color, sex, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the Board or the University may be presented as grievances pursuant to Article 20, Grievance Procedure.

Affixing your signature below does not constitute a waiver of the rights to process a grievance in compliance with article 20 of the FBOE/UFF Agreement.

This contract must be returned to Human Resources, SVC 2172, within 10 days of receipt.

  
[Signature] 10-7-02  
Dean or Director Date  
[Signature] 2002-08-07  
Vice President or Representative Date of Recommendation  
[Signature] 2002-08-07  
President or Representative Date of Offer  
[Signature] 10/14/02  
Employee Date of Acceptance

UNIVERSITY OF SOUTH FLORIDA  
4202 FOWLER AVENUE, TAMPA, FLORIDA

Your employment is subject to annual reappointment and is not a guarantee of lifetime employment nor, unless already granted, tenure. Your employment may be affected by provisions governing non-reappointment or layoff which are applicable to your position or appointment. This appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Florida Board of Education (FBOE) and the University of South Florida, and the collective bargaining agreement between the FBOE and the UFF (hereafter referred to as the Agreement), if applicable. These items which govern your employment are available upon request in the main library on the Tampa Campus, through the World Wide Web sites of Human Resources and the Florida Board of Education, and/or the offices of the Provost, the General Counsel, and Human Resources (HR).

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This appointment includes the obligation to report outside activities and/or conflicts of interest under the provisions of Article 19 of the Agreement, and/or the provisions of the Florida Statutes, and/or the rules, policies, and procedures of the FBOE and/or the University.

1. Employee Name: Robert F Benson
2. SSN: 264-70-3913
3. Department Name: College of Marine Science
4. Dept ID: 0-2500-000
5. College/School/Division: College of Marine Science  
Principal Place of Employment St. Petersburg Campus
6. Length of Appointment From: 2001-08-07 Through: 2002-08-06
7. Percent FTE assigned: 1.00
8. Salary \$75,000 For 12 Month Contract Period Biweekly Rate: \$2,873.56
9. Tenure Status: Non-Tenure Earning Tenure Status FTE: \_\_\_\_\_  
Years Prior Service Credited Toward Tenure: \_\_\_\_\_
10. Classification Code (Job Code): 9121 Title: Assistant In  
Appointment Status Modifier: Faculty/A&P Regular Administrative Title: No Administrative Function
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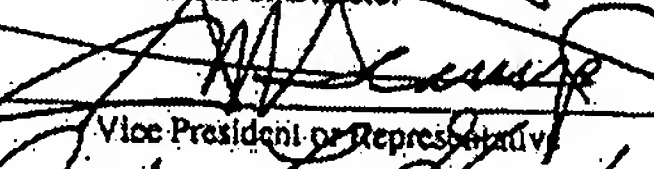
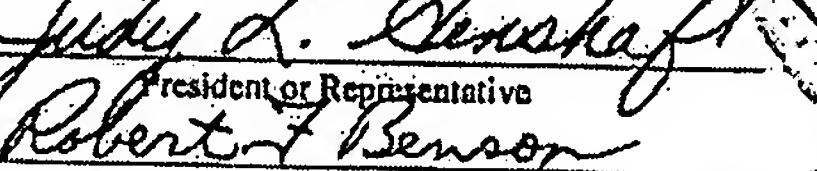
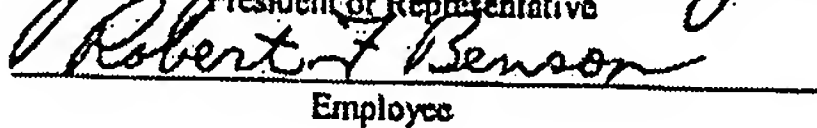
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 Dean or Director	<u>9/16/01</u> Date
 Vice President or Representative	<u>2001-08-07</u> Date of Recommendation
 President or Representative	<u>2001-08-07</u> Date of Offer
 Employee	<u>8/8/01</u> Date of Acceptance



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231



AUGUST 03, 2004

PTAS

\*800013091A\*

SMITH & HOPEN PA  
15950 BAY VISTA DRIVE  
SUITE 220  
CLEARWATER, FL 33760

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 08/02/2004

REEL/FRAME: 014932/0074  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: 1372.151.PRC

## ASSIGNOR:

CARDENAS-VALENCIA, ANDRES M

DOC DATE: 05/20/2004

## ASSIGNOR:

LANGEBRAKE, LAWRENCE C

DOC DATE: 04/29/2004

## ASSIGNEE:

UNIVERSITY OF SOUTH FLORIDA  
4202 EAST FOWLER AVENUE, FAO 126  
DIVISION OF PATENTS AND LICENSING  
TAMPA, FLORIDA 33620-7900

SERIAL NUMBER: 10709173

FILING DATE: 04/19/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: ALUMINUM GALVANIC CELL

## PATENT ASSIGNMENT

Electronic Version v07  
Stylesheet Version v02

08/02/2004  
800013091

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT OF ASSIGNOR'S INTEREST												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Andres M Cardenas-Valencia</td><td>2004-05-20</td></tr><tr><td>Lawrence C Langebrake</td><td>2004-04-29</td></tr></tbody></table>	Name	Execution Date	Andres M Cardenas-Valencia	2004-05-20	Lawrence C Langebrake	2004-04-29							
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Andres M Cardenas-Valencia	2004-05-20												
Lawrence C Langebrake	2004-04-29												
RECEIVING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Street Address</th><th>Internal Address</th><th>City</th><th>State/Country</th><th>Postal Code</th></tr></thead><tbody><tr><td>University of South Florida</td><td>4202 East Fowler Avenue, FAO 126</td><td>Division of Patents and Licensing</td><td>Tampa</td><td>FLORIDA</td><td>33620-7900</td></tr></tbody></table>	Name	Street Address	Internal Address	City	State/Country	Postal Code	University of South Florida	4202 East Fowler Avenue, FAO 126	Division of Patents and Licensing	Tampa	FLORIDA	33620-7900	
Name	Street Address	Internal Address	City	State/Country	Postal Code								
University of South Florida	4202 East Fowler Avenue, FAO 126	Division of Patents and Licensing	Tampa	FLORIDA	33620-7900								
PROPERTY NUMBERS Total: 1													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number</td><td>10709173</td></tr></tbody></table>	Property Type	Number	Application Number	10709173									
Property Type	Number												
Application Number	10709173												
CORRESPONDENCE DATA													
FAX NUMBER: 727-507-8668 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO. CUSTOMER NUMBER: 021901													
NAME OF PERSON SIGNING:	Anton J Hopen												
DATE SIGNED:	2004-07-30												
Total Attachments: 2 source=assign01.TIF source=assign02.TIF													

OP \$40.00 10709173

## ASSIGNMENT OF RIGHTS IN PATENT APPLICATION

### Assignors

Andres M. Cardenas-Valencia

Lawrence C. Langebrake

### Residence of Assignors

540 Carrillon Parkway Apt. 2035  
St. Petersburg, Florida 33716

12908 Lois Avenue  
Seminole, FL 33776

### Assignee

University of South Florida  
(A Florida Non-Profit Corporation)

### Principle Place of Business of Assignee

4202 East Fowler Avenue, FAO 126  
Tampa, Florida 33620-7900

WHEREAS, WE, the above-identified Assignors, are the applicants in the following U.S. patent application:

<u>Serial Number</u>	<u>Title</u>	<u>Date of Filing</u>
10/709,173	Aluminum Galvanic Cell	April 19, 2004

Hereinafter referred to as the "patent application";

And, whereas we desire to assign a 100% undivided interest in said patent application to the above-identified Assignee, and wherein said Assignee is desirous of acquiring the entire right, title and interest in the same;

Now, this indenture witnesseth, that for value received, the receipt and sufficiency whereof is hereby acknowledged;

We hereby assign, sell and transfer a 100% undivided interest in the entirety of the bundle of rights, title, and interest in and to said patent application, unto said Assignee, together with all claims for damages and profits by reason of any past infringement of said letters patent and the right to sue therefor, and together with the right to file said patent application or any division, continuation, or continuation-in-part thereof in any foreign jurisdiction under the Paris Convention or the Patent Cooperation Treaty, such interests, claims, and rights, to be held and enjoyed by the Assignee for its own use and for its successors and assigns, to the full end of the term for which a patent issuing from said patent application may be granted, and any reissues, renewals, or extensions thereof as may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made;

And we further agree to execute all necessary and lawful future documents, including assignments in favor of Assignee, or its designees as Assignee or its Assignees may from time-to-time present to us in order to perfect title in said patent application;

And we further covenant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

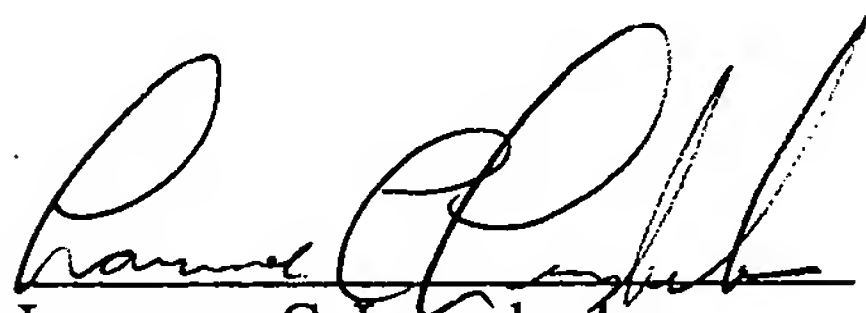
And we further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said patent application as may be known and accessible to us and we will testify to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments, declarations, or affidavits required to apply for, obtain, maintain, and enforce said patent application or patent issuing therefrom which may be necessary or desirable to carry out the purposes hereof;

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Upon being duly cautioned, we hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true and further that false statements and the like so made are punishable by fine, imprisonment or both under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the patent application and any patent issuing therefrom.

  
Andres M. Cardenas-Valencia

Date: May 20 2004

  
Lawrence C. Langebrake

Date: 4/29/04